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If you have sold or otherwise transferred all of your Existing Ordinary Shares, please immediately forward this Document, together with the accompanying Form of Proxy, as soon as possible, to the purchaser or transferee, or to the stockbroker, bank or other agent through whom the sale or transfer was effected, for delivery to the purchaser or transferee. If you have sold only part of your holding of Existing Ordinary Shares, please contact your stockbroker, bank or other agent through whom the sale or transfer was effected immediately.

The distribution of this Document and any accompanying documents to jurisdictions other than the United Kingdom may be restricted by applicable laws or regulations and this Document does not form part of any offer or invitation to sell or issue or the solicitation of any offer to purchase or subscribe for Ordinary Shares in any jurisdiction where such offer, invitation or solicitation is unlawful. Persons in jurisdictions other than the United Kingdom into whose possession this Document and/or any of the accompanying documents comes should inform themselves about and observe such applicable legal or regulatory requirements in such jurisdiction. Any failure to do so may constitute a violation of the securities laws of any such jurisdiction.

**The Conditional Subscription does not constitute an offer to the public requiring an approved prospectus under section 85 of FSMA and so this Document is not a prospectus for the purposes of the Prospectus Rules. Accordingly, this Document has not been, and will not be, reviewed or approved by the Financial Conduct Authority of the United Kingdom (in its capacity as the UK Listing Authority or otherwise) pursuant to sections 85 and 87 of FSMA, the London Stock Exchange or any other authority or regulatory body and has not been approved for the purposes of section 21 of FSMA.** Application will be made for the New Ordinary Shares to be admitted to trading on AIM. AIM is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM securities are not admitted to the Official List of the UK Listing Authority. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial adviser.

**This Document does not comprise an admission document under the AIM Rules and neither the London Stock Exchange nor the UK Listing Authority has examined or approved the contents of this Document. This Document does not constitute a recommendation regarding securities of the Company. The AIM Rules are less demanding than those of the Official List. It is emphasised that no application is being made for admission of the New Ordinary Shares to the Official List. The New Ordinary Shares will not be dealt on any other recognised investment exchange and no other such application will be made.** Subject to certain conditions being satisfied, including the passing of Resolutions 1, 2 and 4 at the General Meeting, it is anticipated that First Admission will become effective and that dealings in the Conditional Subscription Shares (other than the Deferred Settlement Shares) will commence on AIM at 8.00 a.m. on 8 October 2019 and that Admission in respect of the Deferred Settlement Shares will occur no later than 8.00 a.m. on 31 October 2019.

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# LightwaveRF plc

*(incorporated and registered in England and Wales under number 06690180)*

## **Conditional Subscription at an issue price of 7 pence per share Approval of Waiver of Rule 9 of the City Code on Takeovers and Mergers and Notice of General Meeting**

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Your attention is drawn to the letter from the Chairman of the Company which is set out in Part I of this Document and which recommends that you vote in favour of the Resolutions to be proposed at the General Meeting referred to below.

**Notice of a General Meeting to be held at the offices of LightwaveRF plc, Innovation Birmingham Campus, Faraday Wharf, Holt Street, Birmingham B7 4BB at 10:45 a.m. on 7 October 2019 is set out at the end of this Document. To be valid, the accompanying Form of Proxy for use in connection with the meeting should be completed, signed and returned as soon as possible and, in any event, so as to reach the Company's registrars, Neville Registrars, by not later than 10:45 a.m. on 3 October 2019. Completion and return of Forms of Proxy will not preclude Shareholders from attending and voting in person at the General Meeting should they so wish. For full details on proxy appointments, see the notes to the Notice of General Meeting and the Form of Proxy.**

Shore Capital and Corporate, which is authorised and regulated in the UK by the Financial Conduct Authority, is acting as nominated adviser to the Company in connection with the matters described in this Document and is not acting for any other persons in relation to the Transactions and Admission. Shore Capital and Corporate is acting exclusively for the Company and for no one else in relation to the contents of this Document and persons receiving this Document should note that Shore Capital and Corporate will not be responsible to anyone other than the Company for providing the protections afforded to clients of Shore Capital and Corporate or for advising any other person on the arrangements described in this Document. The responsibilities of Shore Capital and Corporate as the Company's nominated adviser under the AIM Rules for Companies and the AIM Rules for Nominated Advisers are owed solely to the London Stock Exchange and are not owed to the Company or to any Director, Shareholder or any other person in respect of his decision to acquire shares in the capital of the Company in reliance on any part of this Document, or otherwise.

Shore Capital Stockbrokers, which is authorised and regulated in the UK by the Financial Conduct Authority, is acting as broker to the Company in connection with the matters described in this Document and is not acting for any other persons in relation to the Transactions and Admission. Shore Capital Stockbrokers is acting exclusively for the Company and for no one else in relation to the contents of this Document and persons receiving this Document should note that Shore Capital Stockbrokers will not be responsible to anyone other than the Company for providing the protections afforded to clients of Shore Capital Stockbrokers or for advising any other person on the arrangements described in this Document. The responsibilities of Shore Capital Stockbrokers as the Company's broker under the AIM Rules for Companies are owed solely to the London Stock Exchange and are not owed to the Company or to any Director, Shareholder or any other person in respect of his decision to acquire shares in the capital of the Company in reliance on any part of this Document, or otherwise.

Shore Capital has not authorised the contents of, or any part of, this Document and no liability whatsoever is accepted by Shore Capital for the accuracy of any information or opinions contained in this Document or for the omission of any information.

The New Ordinary Shares to be issued will, following their issue, rank *pari passu* with the Existing Ordinary Shares and will rank in full for all dividends and other distributions thereafter declared, made or paid on the ordinary share capital of the Company.

The New Ordinary Shares will not be registered under the United States Securities Act of 1933 (as amended) or under the securities laws of any state of the United States or qualify for distribution under any of the relevant securities laws of Canada, Australia, New Zealand, the Republic of Ireland, the Republic of South Africa or Japan, nor has any prospectus in relation to the New Ordinary Shares been lodged with or registered by the Australian Securities and Investments Commission or the Japanese Ministry of Finance. Accordingly, subject to certain exceptions, the New Ordinary Shares may not be, directly or indirectly, offered, sold, taken up, delivered or transferred in or into such jurisdictions. Overseas Holders and any person (including, without limitation, custodians, nominees and trustees) who have a contractual or other legal obligation to forward this Document to a jurisdiction outside the UK should seek appropriate advice before taking any action.

## IMPORTANT INFORMATION

The New Ordinary Shares have not been and will not be registered under the United States Securities Act of 1933, as amended, or under the applicable securities laws of any state or other jurisdiction of the United States or qualified for distribution under any applicable securities laws in any other Restricted Jurisdiction. The New Ordinary Shares may not be offered, sold, taken up, resold, transferred or delivered, directly or indirectly, within, into or in the United States except pursuant to an applicable exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with the securities laws of any state or other jurisdiction of the United States. The New Ordinary Shares are being offered and sold either: (i) outside the United States in offshore transactions within the meaning of, and in accordance with, the safe harbour from the registration requirements in Regulation S under the Securities Act; or (ii) in the United States in private placement transactions not involving any public offering in reliance on the exemption from the registration requirements of Section 5 of the Securities Act provided by Section 4(2) under the Securities Act or another applicable exemption therefrom. There will be no public offer of the New Ordinary Shares in the United States.

Shore Capital makes no representation or warranty to any offeree or purchaser of the New Ordinary Shares regarding the legality of any investment in the securities by such offeree or purchaser under the laws applicable to such offeree or purchaser. Each investor should consult with his, her or its own advisers as to the legal, tax, business, financial and related aspects of a purchase of the New Ordinary Shares.

Neither the New Ordinary Shares nor this Document nor any other document connected with the Fundraising has been or will be approved or disapproved by the United States Securities and Exchange Commission or by the securities commissions of any state or other jurisdiction of the United States or any other regulatory authority, nor has any of the foregoing authorities or any securities commission passed upon or endorsed the merits of the offering of the New Ordinary Shares or the accuracy or adequacy of this Document or any other document connected with the Fundraising. Any representation to the contrary is a criminal offence.

Notwithstanding anything to the contrary herein, each prospective investor may disclose to any and all persons, without limitation of any kind, the US federal income tax treatment and tax structure of the Company and of the transactions contemplated by the Company. For this purpose, "tax structure" shall mean any fact that may be relevant to understanding the purported or claimed US federal tax treatment of the transaction; provided that none of the following shall for this purpose constitute tax treatment or tax structure information: the name of or other identifying information relating to the performance of the Company or its operations.

## FORWARD LOOKING STATEMENTS

This Document may contain statements about LightwaveRF that are or may be "forward-looking statements". All statements, other than statements of historical facts, included in this Document may be forward-looking statements. Without limitation, any statements preceded or followed by, or that include, the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "should", "anticipates", "estimates", "projects", "would", "could", "continue", "potential" or words or terms of similar substance or the negative thereof, are forward-looking statements. These forward-looking statements include matters which are not facts. They appear in a number of places throughout this Document and include (without limitation) statements regarding the Directors' intentions, understanding, beliefs or current expectations concerning, among other things, the Company's results of operations, financial condition, liquidity, prospects, growth and strategies. These forward-looking statements are not guarantees of future performance and have not been reviewed by the auditors of LightwaveRF. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of any such person, or industry results, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. Investors should not place undue reliance on such forward-looking statements and, save as is required by law or regulation (including to meet the requirements of the AIM Rules), LightwaveRF does not undertake any obligation to update publicly or revise any forward-looking statements (including to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based). All subsequent oral or written forward-looking statements attributed to LightwaveRF or any persons acting on its behalf are expressly qualified in their entirety by the cautionary statement above. All forward-looking statements contained in this Document are based on information available to the Directors at the date of this Document, unless some other time is specified in relation to them, and the posting or receipt of this Document shall not give rise to any implication that there has been no change in the facts set forth herein since such date.

Shareholders should not construe the contents of this Document as legal, tax or financial advice, and should consult with their own advisers as to the matters described herein.

## CONTENTS

|  | <i>Page</i> |
|--|-------------|
| <b>Expected Timetable of Principal Events</b>              | 5           |
| <b>Key Statistics</b>                                      | 6           |
| <b>PART I Letter from the Chairman of the Company</b>      | 7           |
| <b>PART II Financial information on the Company</b>        | 16          |
| <b>PART III Financial information on Committed Capital</b> | 17          |
| <b>PART IV Additional Information</b>                      | 18          |
| <b>Definitions</b>   | 31          |
| <b>Notice of General Meeting</b>                           | 35          |

## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

2019

|   |   |
|---|---|
| Announcement of details of the Fundraising  | 16 August   |
| Posting of this Document  | 20 September  |
| Latest time and date for receipt of Forms of Proxy  | 10:45 a.m. on 3 October                                     |
| General Meeting   | 10:45 a.m. on 7 October                                     |
| Announcement of result of General Meeting   | 7 October   |
| First Admission and commencement of dealings in the Conditional Subscription Shares*                          | 8.00 a.m. on 8 October                                      |
| Conditional Subscription Shares* credited to CREST stock accounts   | 8.00 a.m. on 8 October                                      |
| Despatch of definitive share certificates for New Ordinary Shares (other than the Deferred Settlement Shares) | within 10 Business Days of First Admission (as appropriate) |

\* The Deferred Settlement Shares will be allotted and admitted to trading on AIM as soon as reasonably practicable following the passing of Resolutions 1, 2 and 4 and the receipt of the subscription monies and no later than 31 October 2019.

### Notes:

- (i) References to times in this Document are to London time (unless otherwise stated).
- (ii) If any of the above times or dates should change, the revised times and/or dates will be notified by an announcement to an RIS.
- (iii) The timing of the events in the above timetable and in the rest of this Document is indicative only.

## KEY STATISTICS

|   |                |
|---|----------------|
| Closing Price per Existing Ordinary Share on 15 August 2019                 | 7.88 pence     |
| Number of Existing Ordinary Shares  | 120,818,829    |
| Number of New Ordinary Shares   | 2,764,617      |
| Issue Price   | 7 pence        |
| Enlarged Share Capital immediately following Admission                      | 123,583,446    |
| Percentage of Enlarged Share Capital represented by the New Ordinary Shares | 2.24 per cent. |
| Estimated proceeds of the Fundraising (before expenses)                     | £1.3 million   |
| Estimated net proceeds of the Fundraising                                   | £1.1 million   |

## PART I

### LETTER FROM THE CHAIRMAN OF THE COMPANY

# LightwaveRF plc

*(incorporated and registered in England and Wales under number 06690180)*

*Directors:*

Barry Gamble *Non-Executive Chairman*  
Jason Elliott *Chief Executive Officer*  
Kevin Edwards *Chief Financial Officer*  
Steve Harris *Non-Executive Director*  
Mike Lord *Non-Executive Director and Consultant*  
John Shermer *Founder and Chief Technical Officer*

*Registered Office:*

Innovation Birmingham Campus  
Faraday Wharf  
Holt Street  
Birmingham B7 4BB

20 September 2019

Dear Shareholder

**CONDITIONAL SUBSCRIPTION,  
APPROVAL OF WAIVER OF RULE 9 OF THE CITY CODE ON TAKEOVERS AND MERGERS  
AND  
NOTICE OF GENERAL MEETING**

#### **1. Introduction**

On 16 August 2019, LightwaveRF announced that it had raised, in aggregate, approximately £1.1 million before expenses, by way of a firm placing of 10,000,000 new Ordinary Shares and a firm subscription of 5,806,811 new Ordinary Shares, both at 7 pence per share.

In addition, the Company announced that it had conditionally raised approximately £0.2 million, before expenses, by way of a conditional subscription of 2,764,617 new Ordinary Shares at the Issue Price. The issue of the Conditional Subscription Shares is subject to the passing of Resolutions 1, 2 and 4 at the General Meeting.

The Issue Price represents a discount of approximately 11.2 per cent. to the Closing Price of 7.88 pence on 15 August 2019, the last trading day prior to the release of the Announcement.

Committed Capital subscribed for in aggregate, 5,806,811 Ordinary Shares under the Firm Subscription and has agreed to subscribe for 2,764,617 Ordinary Shares under the Conditional Subscription.

Consequently, on completion of the Fundraising, the Concert Party (which includes Committed Capital) will hold, in aggregate, 47,153,454 Ordinary Shares, representing approximately 38.16 per cent. of the Enlarged Share Capital.

Under Rule 9 of the Takeover Code, on completion of the Fundraising, the Concert Party would normally be obliged to make a general offer to all Shareholders (other than the Concert Party) to acquire all the Ordinary Shares not owned by the Concert Party (a "Mandatory Offer Obligation"). The Panel has agreed to waive these obligations subject to the approval (on a poll) of the Independent Shareholders of Resolution 1 to be proposed at the General Meeting. The Conditional Subscription is therefore subject to the approval of that resolution by the Independent Shareholders. Your attention is drawn to paragraph 5 of this Part I which contains further information on the Takeover Code and the waiver of Rule 9 of the Takeover Code.

The Conditional Subscription is conditional, *inter alia*, upon Shareholders approving Resolutions 1, 2 and 4 at the General Meeting that will grant the Directors the authority to allot the Conditional Subscription Shares and the power to disapply statutory pre-emption rights in respect of the Conditional Subscription Shares. The Resolutions are set out in the Notice of General Meeting at the end of this Document.

The purpose of this Document is to set out the background to and reasons for the Fundraising, to give details of the Conditional Subscription and to recommend that you vote in favour of each of the Resolutions required to be passed to implement them. The Fundraising is conditional upon, amongst other things, the passing of Resolutions 1, 2 and 4 and is expected to complete on 8 October 2019, being the expected date of First Admission.

## **2. The Firm Placing and the Firm Subscription**

On 16 August 2019, the Company announced details of a firm placing and a firm subscription of, in aggregate, 15,806,811 new Ordinary Shares at the Issue Price with and by new and existing investors to raise approximately £1.1 million (before expenses). The Firm Placing and the Firm Subscription were within the Directors' existing authorities and therefore were not conditional upon the Resolutions being passed. Whilst the Concert Party (through Committed Capital) subscribed for 5,806,811 new Ordinary Shares under the Firm Subscription, its percentage interest of voting rights in the Company did not increase, therefore, no Mandatory Offer Obligation was triggered by its participation in the Firm Subscription.

Admission to trading on AIM of the Firm Placing Shares and the Firm Subscription Shares took effect at 8.00 a.m. on 20 August 2019.

## **3. Background to and reasons for the Fundraising**

Since its fundraising earlier this year, the Company has continued to make considerable progress on a number of fronts. In June 2019, it received an order for €568,000 from its new European distributor, Tech Data. The first order from Tech Data, which was delivered at the end of June, is principally to supply retailers in Germany and the Netherlands with LightwaveRF's new European Smart range of hubs, dimmers and sockets. The Company announced in July that it had signed an agreement with Google to jointly market its LightwaveRF compatible smart speakers, making it the first installed Smart Lighting manufacturer in the UK to offer the convenience of voice-controlled lighting in one starter kit purchase. The partnership also further reinforces LightwaveRF's position as the brand that offers the most convenient and affordable installed Smart Lighting solution available on the market.

In conjunction with national certification and regulatory bodies Certsure and NICEIC, LightwaveRF has recently developed the LightwaveRF PRO training scheme. Over 300 electrical contractors have already enrolled for this training, all of whom pay a fee to attend the one-day course, after which they are fully conversant with the installation and operation of LightwaveRF devices. The feedback from the early training sessions held have been very positive and a further 10 events are currently planned. LightwaveRF has recently completed an integration program to enable its devices to be operated through the Samsung SmartThings platform.

The Company's strong focus on revenue growth is continuing. The improvements made to direct to consumer sales and distribution partnerships in the second half of its year ended 30 September 2018 enabled the Company to more than double first half revenue and this strong growth continues.

The Board believes that the Smart Home market is at an inflection point which presents a unique opportunity for LightwaveRF to establish itself as the UK's leading independent Smart Home brand, to expand into Europe and leverage its relationship with Apple into C2C (Corporate to Consumer) projects and also with other major players such as Amazon, Google and Resideo.

The Company is seeking to raise funds by way of the Fundraising to continue to scale the business, expand sales and marketing, execute on obligations in Europe and provide working capital. The Board believes the additional funds will accelerate the Company into becoming a significant, profitable Smart Home device and technology player with leading technology, IP and patents. It will also help build the LightwaveRF brand and allow the Company to expand globally and exploit adjacent opportunities (for example, B2B and data).

Following completion of the Fundraising, the Company confirms that it will have sufficient working capital for its present operational requirements. If the Conditional Subscription is not completed, it may give rise to a further funding requirement. Separately, the Company announced on 4 September 2019 that it had signed an agreement with Exertis Supply Chain Services Limited to provide funding for its current inventory and new stock purchases up to the value of 65 per cent. of the Company's stock holding. The announcement also stated that the agreement, which would be phased in over the course of four months, will provide for an initial purchase of £200,000 of the Company's stock holding and an additional facility of £450,000 of working capital funding.

#### **4. Details of the Conditional Subscription**

The Company has conditionally raised approximately £0.2 million before expenses by the conditional subscription for 2,764,617 Ordinary Shares at the Issue Price.

The Conditional Subscription is conditional, *inter alia*, upon:

- (a) the passing of Resolutions 1, 2 and 4; and
- (b) First Admission becoming effective by no later than 8.00 a.m. on 17 October 2019, or such later time and/or date (being no later than 8.00 a.m. on 31 October 2019) as Shore Capital and the Company may agree.

Committed Capital has agreed to subscribe for 2,764,617 Ordinary Shares under the Conditional Subscription.

If any of the conditions is not satisfied, the Conditional Subscription Shares will not be issued.

The Conditional Subscription is not being underwritten. The Conditional Subscription Shares will be issued free of all liens, charges and encumbrances and will, when issued and fully paid, rank *pari passu* in all respects with the Existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid after the date of Admission.

The Company has agreed that settlement be deferred in respect of 1,880,931 new Ordinary Shares, forming part of the Conditional Subscription. As a result, the Deferred Settlement Shares will be allotted no later than 30 October 2019 and dealings in these shares are expected to commence no later than 8.00 a.m. on 31 October 2019.

Application will be made to the London Stock Exchange for the admission of the Conditional Subscription Shares (other than the Deferred Settlement Shares) to trading on AIM. It is expected that, subject to the passing of Resolutions 1, 2 and 4, First Admission will occur and that dealings will commence at 8.00 a.m. on 8 October 2019 (or such later date, being not later than 8.00 a.m. on 31 October 2019, as the Company and Shore Capital may agree) at which time it is also expected that the Conditional Subscription Shares (other than the Deferred Settlement Shares) will be enabled for settlement in CREST.

#### **5. Dispensation from Rule 9 of the Takeover Code**

The Takeover Code applies to the Company and governs, *inter alia*, transactions which may result in a change of control of a company to which the Takeover Code applies.

##### **Rule 9 of the Takeover Code**

Under Rule 9 of the Takeover Code, any person who acquires, whether by a series of transactions over a period of time or not, an interest (as defined in the Takeover Code) in shares which, taken together with shares in which he is already interested, or in which persons acting in concert with him are interested, carry 30 per cent. or more of the voting rights of a company which is subject to the Takeover Code, is normally required to make a general offer to all the remaining Shareholders to acquire their shares.

Similarly, Rule 9 of the Takeover Code also provides that when any person, together with persons acting in concert with him, is interested in shares which, in aggregate, carry more than 30 per cent. of the voting rights of such company, but does not hold shares carrying 50 per cent. or more of such voting rights, a general offer will normally be required if any further interest in shares is acquired by any such person.

An offer under Rule 9 must be in cash and must be at the highest price paid by the person required to make the offer, or any person acting in concert with him, for any interest in shares of the company in question during the 12 months prior to the announcement of the offer.

## **Concert Party**

### ***Description***

Persons acting in concert include persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control of a company.

On 1 March 2019, the Company posted a circular to its shareholders, which set out, inter alia, details of the Concert Party. The Concert Party comprises CCFSL, Committed Capital, Steve Harris, Timothy Steel, Mark Blandford, Judy Welch and Else Thomson, all of whom are presumed to be acting in concert under the Takeover Code.

The Company has applied to the Panel for a waiver of Rule 9 of the Takeover Code in order to permit the Conditional Subscription by the Concert Party without triggering an obligation on the part of any member of the Concert Party (individually or collectively) to make a general offer for the Company.

Full details of, and information on, the members of the Concert Party are set out below.

Committed Capital Limited is a private limited company registered in England and Wales with registered number 04479415 and whose registered office address is at 148-150 Buckingham Palace Road, London, England SW1W 9TR. It is the overall parent company of the Committed Capital group of companies and acts as the main operating company for that group. Committed Capital Limited is an Appointed Representative for FCA purposes and undertakes any retail or alternative investment fund manager (AIFM) qualifying investment undertaken by its investors into investee companies. Such investments are held in investee companies using MNL Nominees Limited. In addition, Committed Capital Limited carries on non-regulated consulting advice, for example in relation to assisting investee companies to apply for EIS advance assurance, and reviewing EIS regulation compliance, general business advice and research and development ("R&D") tax credit assistance.

Committed Capital Limited's trading is in line with its current year forecasts; being the principal operating company it continues to review costs and ensure that they are competitive across the group. The retail fund management operations continue to grow gradually. Management expects that the approach of the end of the tax year will lead to an acceleration in investee company funding by retail investors and their independent financial advisers. As this fund develops and grows, Committed Capital's revenue is likely to show increased growth. Consulting revenues are also growing strongly as legislation around EIS compliance and R&D tax credits continues to become more stringent.

CCFSL is a private limited company registered in England and Wales with registered number 03810820 and whose registered office address is at 148-150 Buckingham Palace Road, London, England, SW1W 9TR. CCFSL is the main regulated entity for the Committed Capital group of companies and is authorised by the FCA. Its main business is corporate finance and advisory work as well as fund management of professional investor funds. Investments made by such investors are held through Mainspring Nominees (8) Limited.

During the current year to date, CCFSL's business is developing strongly, and the management continues to expect significant growth of funds under management, and hence revenues. The business is likely to increase headcount in the next 12 months, to meet resource requirements and increased business. As a group, Committed Capital expects total funds under management to approximately double during the current financial year and it has a good pipeline of further investments and new investee companies to meet investment demand.

Committed Capital Limited is interested in 3,019,055 Ordinary Shares, representing 2.50 per cent. of the Existing Ordinary Shares, which are legally held by MNL Nominees Limited, a Committed Capital nominee company.

CCFSL is interested in 36,393,327 Ordinary Shares, representing 30.12 per cent. of the Existing Ordinary Shares, which are legally held by Mainspring Nominees (8) Limited, a Committed Capital nominee company.

Steve Harris is a director of Committed Capital Limited, CCFSL and the Company. He is interested in 65,760,000 ordinary shares in the capital of Committed Capital Limited, which represents 44.67 per cent. of its issued share capital.

Timothy Steel is a director of Committed Capital Limited. He is interested in 11,721,102 ordinary shares in the capital of Committed Capital Limited, which represents 7.96 per cent. of its issued share capital.

Else Thomson is a director of Committed Capital Limited and CCFSL. She is interested in 32,108 Ordinary Shares, representing approximately 0.03 per cent. of the Existing Ordinary Shares, 12,500 of which are legally held in her own name and 19,608 of which are legally held by Mainspring Nominees (8) Limited.

Mark Blandford is a member of Committed Capital's Advisory Board. He is interested in 12,837,096 ordinary shares in the capital of Committed Capital Limited, which represents 8.72 per cent. of its issued share capital. With respect to the Company, Mark Blandford is interested in 2,410,030 Ordinary Shares, which are legally held by Mainspring Nominees (8) Limited (a Committed Capital nominee company). Mark Blandford's family is interested in 1,000,000 Ordinary Shares, which are legally held by Rockridge Investments S A (a company owned by a foundation of which Mark Blandford's family members, including his wife, Patricia Blandford, and two daughters, Sophie Blandford and Lucy Blandford, are beneficiaries) and a further 1,249,754 Ordinary Shares are legally held by Mainspring Nominees (8) Limited as nominee for Valhalla Investments Inc, a company owned by Sophie Blandford and Lucy Blandford. Mark Blandford, together with his family, is therefore interested, in aggregate, in 4,659,784 Ordinary Shares which represent 3.86 per cent. of the Existing Ordinary Shares.

Judy Welch is a senior consultant to Committed Capital. Together with her family, she is interested in 21,920,211 ordinary shares in the capital of Committed Capital Limited, which represents 14.89 per cent. of its issued share capital. Judy Welch and her family is also interested in 284,563 Ordinary Shares, representing 0.24 per cent. of the Existing Ordinary Shares, which are legally held by Mainspring Nominees (8) Limited, a Committed Capital nominee company.

Under the Takeover Code, the directors of a company are presumed to be acting in concert with the company of which they are a director. The Takeover Panel has also confirmed that it considers Mark Blandford and Judy Welch to be acting in concert with Committed Capital, on the basis of their respective shareholdings and roles in Committed Capital. Accordingly, for the purposes of the Takeover Code, Committed Capital is presumed to be acting in concert with the above individuals, who together form the Concert Party.

The Concert Party will not be restricted from making an offer for the Company.

### ***Maximum Controlling Position***

Immediately following Admission, the Concert Party will hold, in aggregate, 47,153,454 Ordinary Shares, representing approximately 38.16 per cent. of the Enlarged Share Capital. The Concert Party's acquisition of new Ordinary Shares pursuant to the Conditional Subscription would, without a waiver of the obligations under Rule 9 of the Takeover Code, oblige the Concert Party (or one of its members) to make a general offer for the Company under Rule 9 of the Takeover Code.

The following table sets out the interests of the members of the Concert Party and their immediate families and connected persons (all of which are beneficial interests unless otherwise stated) in relevant securities of the Company (as shown in the Company's registers or which have been notified to the Company), (i) immediately prior to the issue of the Firm Placing Shares and the Firm Subscription Shares, (ii) immediately following the issue of the Firm Placing Shares and the Firm Subscription Shares and (iii) on Admission.

|  | <i>Total No. of Ordinary Shares immediately prior to the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription</i> | <i>Percentage of Ordinary Shares immediately prior to the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription</i> | <i>Total No. of Existing Ordinary Shares immediately following the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription</i> | <i>Percentage of Existing Ordinary Shares immediately following the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription</i> | <i>Total No. of Ordinary Shares immediately following Admission</i> | <i>Percentage of Enlarged Share Capital</i> |
|--|--|---|--|---|---|---|
| Concert Party Member                         |  |   |  |   |   |   |
| Committed Capital Limited                    | 2,242,565 <sup>1</sup>   | 2.14%   | 3,019,055  | 2.50%   | 3,447,282   | 2.79%                                       |
| Committed Capital Financial Services Limited | 31,448,328 <sup>2</sup>  | 29.95%  | 36,393,327   | 30.12%  | 38,729,717  | 31.34%                                      |
| Steve Harris                                 | -  | -   | -  | -   | -   | -   |
| Timothy Steel                                | -  | -   | -  | -   | -   | -   |
| Mark Blandford                               | 4,574,462 <sup>3</sup>   | 4.36%   | 4,659,784  | 3.86%   | 4,659,784   | 3.77%                                       |
| Judy Welch                                   | 284,563 <sup>4</sup>   | 0.27%   | 284,563  | 0.24%   | 284,563   | 0.23%                                       |
| Else Thomson                                 | 32,108 <sup>5</sup>  | 0.03%   | 32,108   | 0.03%   | 32,108  | 0.03%                                       |
| <b>Total</b>                                 | <b>38,582,026</b>  | <b>36.74%</b>   | <b>44,388,837</b>  | <b>36.74%<sup>6</sup></b>   | <b>47,153,454</b>   | <b>38.16%</b>                               |

<sup>1</sup> Legally held by MNL Nominees Limited, a Committed Capital nominee company.

<sup>2</sup> Legally held by Mainspring Nominees (8) Limited, a Committed Capital nominee company.

<sup>3</sup> 2,410,030 of these Existing Ordinary Shares are legally held by Mainspring Nominees (8) Limited (a Committed Capital nominee company) on behalf of Mark Blandford, 1,000,000 Existing Ordinary Shares are legally held by Rockridge Investments S A (a company in which Mark Blandford's wife, Patricia Blandford, and his two daughters, Sophie Blandford and Lucy Blandford, each have a beneficial interest) and 1,249,754 Existing Ordinary Shares are legally held by Mainspring Nominees (8) Limited (a Committed Capital nominee company) on behalf of Valhalla Investments Inc (a company owned by Sophie Blandford and Lucy Blandford). These interests exclude the 350,000 Ordinary Shares acquired and disposed of by Rockridge Investments SA as noted in paragraph 3(b)(ii) (and the related Notes 1 & 2 to that paragraph) of Part IV of this document.

<sup>4</sup> These Existing Ordinary Shares are legally held by Mainspring Nominees (8) Limited, a Committed Capital nominee company, on behalf of Judy Welch and her four children.

<sup>5</sup> 12,500 of these Existing Ordinary Shares are legally held in Else Thomson's own name and 19,608 are legally held by Mainspring Nominees (8) Limited.

<sup>6</sup> Whilst the Concert Party (through Committed Capital) subscribed for 5,806,811 new Ordinary Shares under the Firm Subscription, its percentage interest of voting rights in the Company did not increase, therefore, no Mandatory Offer Obligation was triggered by its participation in the Firm Subscription.

### Waiver of Rule 9 of the Takeover Code

The Company has applied to the Panel for a waiver of Rule 9 of the Takeover Code in order to permit members of the Concert Party to subscribe for, in aggregate, 2,764,617 new Ordinary Shares under the Conditional Subscription without triggering an obligation on the part of the Concert Party to make a general offer for the Company. The Panel has agreed, subject to Resolution 1 at the General Meeting being passed on a poll of Independent Shareholders, to waive the requirement for the Concert Party to make a general offer to all Shareholders where such an obligation would arise as a result of members of the Concert Party subscribing for new Ordinary Shares under the Conditional Subscription.

In the event that the waiver by the Panel is approved by Independent Shareholders passing Resolution 1 at the General Meeting, the Concert Party may hold between 30 per cent. and 50 per cent. of the Enlarged Share Capital following completion of the Transactions. Under Rule 9.1 of the Takeover Code, any further acquisition of Ordinary Shares carrying voting rights by the Concert Party in excess of what has been permitted by the Rule 9 Waiver will trigger a mandatory offer for the Company.

In addition, the Concert Party will not be restricted from making an offer for the Company unless the Concert Party either makes a statement that it does not intend to make an offer or enters into an agreement with the Company not to make an offer. No such statement has been made or agreement entered into as at the date of this Document.

### **Intentions of the Concert Party**

Following completion of the Transactions, the Company's business will be continued in the same manner as it is at present. The Concert Party has confirmed that it has no intention to change the Company's current plans with respect to: (i) the Company's future business (including the Company's intentions for its research and development functions), (ii) the continued employment of the employees and management of the Company, including any material change in conditions of employment or in the balance of the skills and functions of the employees and management; (iii) its strategic plans for the Company, or their likely repercussions on employment or the locations of the Company's places of business, including on the location of the Company's headquarters and headquarters functions; (iv) employer contributions into any pension scheme(s), the accrual of benefits for existing members, or the admission of new members; (v) the redeployment of the fixed assets of the Company; or (vi) maintenance of the Company's existing trading facility for the Ordinary Shares.

Following completion of the Transactions, Committed Capital's business will be continued in the same manner as it is at present. Committed Capital has confirmed that it has no intention to change its current plans with respect to: (i) the continued employment of its employees and management, including any material change in conditions of employment or in the balance of the skills and functions of such employees and management; and/or (ii) its strategic plans for itself, or their likely repercussions on employment or the locations of Committed Capital's places of business, including on the location of its headquarters and headquarters functions.

### **6. Use of net proceeds**

The net proceeds of the Fundraising are expected to be approximately £1.1 million. It is proposed that such proceeds will be used to continue to scale the Group's business, expand sales and marketing, execute on obligations in Europe and provide working capital.

### **7. Related Party Transactions**

Committed Capital has agreed to subscribe for 2,764,617 Conditional Subscription Shares. As at the date of this Document, Committed Capital holds 39,412,382 Existing Ordinary Shares representing approximately 32.62 per cent. of the Existing Ordinary Shares. As such, Committed Capital is a substantial shareholder of the Company and its participation in the Conditional Subscription is a related party transaction pursuant to AIM Rule 13 of the AIM Rules.

The Independent Directors consider, having consulted with the Company's nominated adviser, Shore Capital and Corporate, that the terms of Committed Capital's participation in the Firm Subscription and the Conditional Subscription are fair and reasonable insofar as the Shareholders are concerned.

Immediately following Admission (and assuming Resolutions 1, 2 and 4 are passed), Committed Capital will hold 42,176,999 Ordinary Shares, representing approximately 34.13 per cent. of the Enlarged Share Capital.

### **8. Current trading**

In its interim results for the six months ended 31 March 2019, the Company announced that during the period revenue more than doubled to £2.50 million (2018: £1.13 million) being approximately 90 per cent. of the revenue generated of £2.81 million for the whole of the year ended 30 September 2018 ("FY2018"). Gross profit also doubled to £0.95 million (2018: £0.46 million) exceeding the £0.83 million achieved for the whole of FY2018 despite slightly lower margins of 37.9 per cent. (2018: 40.6 per cent.) from the decision to reduce stocks of the Connect Series range. Although gross margin was held back by this, encouragingly it was above the underlying 35.3 per cent. for FY2018.

On 15 July 2019, the Company announced a trading update for the three months ended 30 June 2019, being the third quarter of its financial year ending 30 September 2019. Revenue in the quarter increased by 67 per cent. to £1.27 million compared with the same period last year (Q3 2018: £0.76 million), whilst revenue for the first three quarters of the financial year increased by 98 per cent. to £3.77 million (2018: £1.90 million).

## **9. EIS and VCT Status**

The Company has not applied for advance assurance from HMRC to authorise the Company to issue compliance certificates under section 204(1) of the Income Tax Act 2007 in respect of the New Ordinary Shares. The Company has not received any advance assurance from HMRC as regards whether the New Ordinary Shares will be eligible for EIS tax relief or be capable of being a “qualifying holding” for the purposes of investment by VCTs. If the Company carries on activities beyond those disclosed to HMRC, then Shareholders may cease to qualify for the tax benefits. Neither the Company, the Directors nor any of the Company’s advisers give any warranty, undertaking or other assurance that any tax reliefs will be, or will continue to be, available and not withdrawn at a later date. The actual availability of EIS relief and qualifying status for VCT purposes would be contingent upon certain conditions being met by both the Company and the relevant investors. Consequently, there is no guarantee that any of the New Ordinary Shares will qualify for EIS relief or be a “qualifying holding” for the purposes of investment by VCTs.

Shareholders and proposed investors must take their own professional advice in order that they may fully understand how the relief legislation may apply in their individual circumstances and rely on it.

## **10. General Meeting**

You will find set out at the end of this Document a notice convening the General Meeting to be held at the offices of LightwaveRF, Innovation Birmingham Campus, Faraday Wharf, Holt Street, Birmingham B7 4BB at 10:45 a.m. on 7 October 2019 at which the following resolutions will be proposed as ordinary or special resolutions as indicated below:

- (a) to approve the Rule 9 Waiver (ordinary resolution);
- (b) to authorise the Directors to allot the New Ordinary Shares for the purposes of the Conditional Subscription (ordinary resolution);
- (c) to authorise the Directors to allot new Ordinary Shares up to a nominal value of £2,060,000 (ordinary resolution);
- (d) to waive the statutory pre-emption rights in respect of the allotment of equity securities pursuant to the Conditional Subscription (special resolution); and
- (e) to waive the statutory pre-emption rights in respect of the allotment of equity securities up to a nominal value of £927,000 (special resolution).

Resolution 1 seeks Independent Shareholders’ approval, as explained in paragraph 5 above, of a waiver of the obligations that could arise for the Concert Party (individually or collectively) to make a general offer for the entire issued share capital of the Company that it does not already own as a result of the Concert Party’s participation in the Conditional Subscription.

This resolution will need to be approved by way of a poll of Independent Shareholders.

Resolution 2 authorises the Directors to allot the Conditional Subscription Shares in accordance with section 551 of the Act. The authority granted by this resolution will expire on 1 November 2019.

Resolution 3 authorises the Directors to allot shares up to a nominal value of £2,060,000 (being approximately one third of the Enlarged Share Capital). The authority granted by this resolution will expire on the date falling 18 months after it is passed, or the next annual general meeting of the Company, whichever is earlier.

Resolution 4 will give the Directors power, pursuant to the authority to allot granted by Resolution 2, to allot the Conditional Subscription Shares for cash otherwise than on a pre-emptive basis to the Company’s Shareholders. The authority granted by this resolution will expire on 1 November 2019.

Resolution 5 will give the Directors power, pursuant to the authority to allot granted by Resolution 3, to allot shares up to a nominal value of £927,000 (being approximately 15 per cent. of the Enlarged Share Capital) for cash otherwise than on a pre-emptive basis to the Company’s Shareholders. The authority granted by this resolution will expire on the date falling 18 months after it is passed, or the next annual general meeting of the Company, whichever is earlier.

### **11. Action to be taken in respect of the General Meeting**

Shareholders will find accompanying this Document a Form of Proxy for use in connection with the General Meeting. The Form of Proxy should be completed and returned in accordance with the instructions thereon so as to be received by Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD as soon as possible and in any event not later 10:45 a.m. on 3 October 2019. Completion and return of the Form of Proxy will not prevent a Shareholder from attending and voting at the General Meeting should he/she/it so wish.

### **12. Additional information**

Your attention is drawn to the financial information on the Company and Committed Capital in Parts II and III of this Document and the additional information set out in Part IV of this Document. Shareholders are advised to read the whole of this Document and not rely solely on the summary information presented in this letter.

### **13. Recommendation**

The Independent Directors, who have been so advised by Shore Capital and Corporate, believe that the Conditional Subscription and the Rule 9 Waiver are fair and reasonable and in the best interests of the Company and its Independent Shareholders as a whole. In providing advice to the Independent Directors, Shore Capital and Corporate has taken into account the commercial assessments of the Independent Directors. Accordingly, the Independent Directors unanimously recommend Shareholders to vote in favour of the Resolutions as they intend so to do in respect of their beneficial shareholdings amounting to, in aggregate, 4,086,723 Ordinary Shares, representing approximately 3.38 per cent. of the Existing Ordinary Shares.

**Yours faithfully**

Barry Gamble  
*Chairman*

## PART II

### FINANCIAL INFORMATION ON THE COMPANY

This information is being provided as part of the required disclosures under the City Code and is not information required under the AIM Rules.

The information listed below relating to the Company is hereby incorporated by reference into this Document:

| <i>Information</i>   | <i>Source of Information</i>          | <i>Website where the Information is published</i>   | <i>Page numbers</i> |
|--|---------------------------------------|---|---------------------|
| Unaudited consolidated interim accounts for the six months ended 31 March 2019 | <i>LightwaveRF Interim Report</i>     | <a href="https://LightwaveRF.com/pages/reports">https://LightwaveRF.com/pages/reports</a> | 5-12                |
| Audited, consolidated accounts for the year ended 30 September 2018            | <i>LightwaveRF Annual Report 2018</i> | <a href="https://LightwaveRF.com/pages/reports">https://LightwaveRF.com/pages/reports</a> | 17-53               |
| Audited, consolidated accounts for the year ended 30 September 2017            | <i>LightwaveRF Annual Report 2017</i> | <a href="https://LightwaveRF.com/pages/reports">https://LightwaveRF.com/pages/reports</a> | 17-53               |

The Company will provide within two business days, without charge, to each person to whom a copy of this Document has been delivered, upon their written or verbal request, a hard copy of this Document and any documents incorporated by reference in this Document. Hard copies of any documents incorporated by reference in this Document will not be provided unless a valid request is made. Requests for hard copies of any such document should be directed to Neville Registrars on 0121 585 1131 or if calling from outside the UK on +44 121 585 1131. Calls to the Neville Registrars' help lines are charged at your provider's standard rates for national or, as the case may be, international calls. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. Please note that Neville Registrars cannot give any financial, legal or tax advice.

### PART III

#### FINANCIAL INFORMATION ON COMMITTED CAPITAL

This information is being provided as part of the required disclosures under the City Code and is not information required under the AIM Rules.

The information listed below relating to Committed Capital is hereby incorporated by reference into this Document:

| <i>Information</i>   | <i>Source of Information</i>                              | <i>Website where the Information is published</i>   | <i>Page numbers</i> |
|--|---|---|---------------------|
| Audited, consolidated accounts for the year ended 30 June 2018 | Committed Capital Limited Annual Report and Accounts 2018 | <a href="https://LightwaveRF.com/pages/placing-subscription-open-offer-rule-9-waiver">https://LightwaveRF.com/pages/placing-subscription-open-offer-rule-9-waiver</a> | 7-29                |
| Audited, consolidated accounts for the year ended 30 June 2017 | Committed Capital Limited Annual Report and Accounts 2017 | <a href="https://LightwaveRF.com/pages/placing-subscription-open-offer-rule-9-waiver">https://LightwaveRF.com/pages/placing-subscription-open-offer-rule-9-waiver</a> | 7-29                |

The Company will provide within two business days, without charge, to each person to whom a copy of this Document has been delivered, upon their written or verbal request, a hard copy of this Document and any documents incorporated by reference in this Document. Hard copies of any documents incorporated by reference in this Document will not be provided unless a valid request is made. Requests for hard copies of any such document should be directed to Neville Registrars on 0121 585 1131 or if calling from outside the UK on +44 121 585 1131. Calls to the Neville Registrars' help lines are charged at your provider's standard rates for national or, as the case may be, international calls. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. Please note that Neville Registrars cannot give any financial, legal or tax advice.

## PART IV

### ADDITIONAL INFORMATION

#### 1. Responsibility

- 1.1. The Directors, whose names appear in paragraph 2.1 below, and the Company accept responsibility for the information contained in this Document (including any expressions of opinion) other than the information concerning the members of the Concert Party and its intentions for which the individual members of the Concert Party take responsibility (as set out in paragraph 1.2 below). To the best of the knowledge and belief of the Directors and the Company (who have taken all reasonable care to ensure that such is the case), the information contained in this Document is in accordance with the facts and does not omit anything likely to affect the import of such information.
- 1.2. Each of the members of the Concert Party, whose names are set out in paragraph 5 of Part I of this Document, accepts responsibility for the information contained in this Document relating to itself (including any expressions of opinion). To the best of the knowledge and belief of each member of the Concert Party (who have taken all reasonable care to ensure that such is the case), the information contained in this Document for which they are responsible is in accordance with the facts and does not omit anything likely to affect the import of such information.

#### 2. Directors

- 2.1 The Directors as at the date of this Document are as follows:

|               |  |
|---------------|--|
| Barry Gamble  | <i>Non-Executive Chairman</i>                |
| Jason Elliott | <i>Chief Executive Officer</i>               |
| Kevin Edwards | <i>Chief Financial Officer</i>               |
| Steve Harris  | <i>Non-Executive Director</i>                |
| Mike Lord     | <i>Non-Executive Director and Consultant</i> |
| John Shermer  | <i>Founder and Chief Technical Officer</i>   |

- 2.2 The directors of Committed Capital as at the date of this Document are as follows:

Steve Harris  
Timothy Steel\*  
Else Thomson

\* Timothy Steel is not a director of CCFSL. He is a director of Committed Capital Limited only.

#### 3. Interests and Dealings

##### (a) **Definitions and interpretation**

For the purposes of this paragraph 3:

- “**acting in concert**” has the meaning attributed to it in the Takeover Code; persons acting in concert comprise persons who, pursuant to an agreement or understanding (whether formal or informal), co-operate to obtain or consolidate control (as defined below) of a company or to frustrate the successful outcome of an offer for a company. A person and each of its affiliated persons will be deemed to be acting in concert all with each other. Without prejudice to the general application of this definition, the following persons will be presumed to be persons acting in concert with other persons in the same category unless the contrary is established:
- (i) a company, its parent, subsidiaries and fellow subsidiaries, and their associated companies, and companies of which such companies are associated companies, all with each other (for this purpose ownership or control of 20 per cent. or more of the equity

share capital of a company is regarded as the test of associated company status);

- (ii) a company with any of its directors (together with their close relatives and related trusts);
- (iii) a company with any of its pension funds and the pension funds of any company described in (i);
- (iv) a fund manager (including an exempt fund manager) with any investment company, unit trust or other person whose investments such fund manager manages on a discretionary basis, in respect of the relevant investment accounts;
- (v) a person, the person's close relatives, and the related trusts of any of them, all with each other;
- (vi) the close relatives of a founder of a company to which the Code applies, their close relatives, and the related trusts of any of them, all with each other;
- (vii) a connected adviser with its client and, if its client is acting in concert with an offeror or with the offeree company, with that offeror or with that offeree company respectively, in each case in respect of the interests in shares of that adviser and persons controlling, controlled by or under the same control as that adviser (except in the capacity of an exempt fund manager or an exempt principal trader);
- (viii) directors of a company which is subject to an offer or where the directors have reason to believe a *bona fide* offer for their company may be imminent; and
- (ix) shareholders in a private company who sell their shares in that company in consideration for the issue of new shares in a company to which the Code applies, or who, following the re-registration of that company as a public company in connection with an initial public offering or otherwise, become shareholders in a company to which the Code applies.

**“arrangement”**

includes any indemnity or option arrangements, and any agreement or understanding, formal or informal, of whatever nature, relating to relevant securities which may be an inducement to deal or refrain from dealing;

**“connected adviser”**

has the meaning attributed to it in the Takeover Code;

**“connected person”**

has the meaning attributed to it in sections 252 to 255 of the Companies Act 2006 of the UK Parliament;

**“control”**

means an interest in relevant securities carrying 30 per cent. or more of the voting rights attributable to the share capital of a company which are currently exercisable at a general meeting, irrespective of whether the interest gives *de facto* control;

**“dealing” or “dealt”**

includes the following:

- (a) the acquisition or disposal of relevant securities, of the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities, or of general control of relevant securities;

- (b) the taking, granting, acquisition, disposal, entering into, closing out, termination, exercise (by either party) or variation of an option (including a traded option contract) in respect of any relevant securities;
- (c) subscribing or agreeing to subscribe for relevant securities;
- (d) the acquisition of, disposal of, entering into, closing out, exercise (by either party) of any rights under, or variation of, a derivative referenced, directly or indirectly, to relevant securities;
- (e) entering into, terminating or varying the terms of any agreement to purchase or sell relevant securities; and
- (f) any other action resulting, or which may result, in an increase or decrease in the number of relevant securities in which a person is interested or in respect of which he has a short position.

**“derivative”**

includes any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of a underlying security;

**“disclosure date”**

means 19 September 2019, being the latest practicable date prior to publication of this Document;

**“Disclosure Period”**

means the period commencing on 19 September 2018, being the date 12 months prior to the posting of this Document and ending on the disclosure date;

**“exempt principal trader” or  
“exempt fund manager”**

has the meaning attributed to it in the Takeover Code;

**“interest”**

being “interested” in relevant securities includes where a person has long economic exposure (whether absolute or conditional) to changes in the price of those securities. A person who only has a short position in securities will not be treated as interested in those securities. In particular, a person will be treated as having an interest in securities if:

- (a) owns relevant securities;
- (b) has the right (whether conditional or absolute) to exercise or direct the exercise of the voting rights attaching to relevant securities or has general control of them;
- (c) by virtue of any agreement to purchase, option or derivative, has the rights or option to acquire relevant securities or call for their delivery or is under an obligation to take delivery of them, whether the right, option or obligation is conditional or absolute and whether it is in the money or otherwise;
- (d) is party to any derivative whose value is determined by reference to its price and which results, or may result, in his having a long position in it; or
- (e) has received an irrevocable commitment in respect of the relevant securities; and

**“relevant securities”**

means shares in the relevant company (or derivatives referenced thereto) and securities convertible into, rights to subscribe for and options (including traded options) in respect thereof.

(b) **Interests and dealings in the Ordinary Shares**

(i) The following table sets out the interests of the members of the Concert Party and their immediate families and connected persons (all of which are beneficial interests unless otherwise stated) in relevant securities of the Company (as shown in the Company's registers or which have been notified to the Company), (i) immediately prior to the issue of the Firm Placing Shares and the Firm Subscription Shares, (ii) immediately following the issue of the Firm Placing Shares and the Firm Subscription Shares and (iii) on Admission.

|  | Total No. of Ordinary Shares immediately prior to the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription | Percentage of Ordinary Shares immediately prior to the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription | Total No. of Existing Ordinary Shares immediately following the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription | Percentage of Existing Ordinary Shares immediately following the issue of Ordinary Shares pursuant to the Firm Placing and Firm Subscription | Total No. of Ordinary Shares immediately following Admission | Percentage of Enlarged Share Capital |
|--|---|--|---|--|--|--------------------------------------|
| Concert Party Member                         |   |  |   |  |  |                                      |
| Committed Capital Limited                    | 2,242,565 <sup>1</sup>  | 2.14%  | 3,019,055   | 2.50%  | 3,447,282  | 2.79%                                |
| Committed Capital Financial Services Limited | 31,448,328 <sup>2</sup>   | 29.95%   | 36,393,327  | 30.12%   | 38,729,717   | 31.34%                               |
| Steve Harris                                 | -   | -  | -   | -  | -  | -                                    |
| Timothy Steel                                | -   | -  | -   | -  | -  | -                                    |
| Mark Blandford                               | 4,574,462 <sup>3</sup>  | 4.36%  | 4,659,784   | 3.85%  | 4,659,784  | 3.77%                                |
| Judy Welch                                   | 284,563 <sup>4</sup>  | 0.27%  | 284,563   | 0.24%  | 284,563  | 0.23%                                |
| Else Thomson                                 | 32,108 <sup>5</sup>   | 0.03%  | 32,108  | 0.03%  | 32,108   | 0.03%                                |
| <b>Total</b>                                 | <b>38,582,026</b>   | <b>36.74%</b>  | <b>44,388,837</b>   | <b>36.74%</b> <sup>6</sup>   | <b>47,153,454</b>  | <b>38.16%</b>                        |

<sup>1</sup> Legally held by MNL Nominees Limited, a Committed Capital nominee company.

<sup>2</sup> Legally held by Mainspring Nominees (8) Limited, a Committed Capital nominee company.

<sup>3</sup> 2,410,030 of these Existing Ordinary Shares are legally held by Mainspring Nominees (8) Limited (a Committed Capital nominee company) on behalf of Mark Blandford, 1,000,000 Existing Ordinary Shares are legally held by Rockridge Investments S A (a company in which Mark Blandford's wife, Patricia Blandford, and his two daughters, Sophie Blandford and Lucy Blandford, each have a beneficial interest) and 1,249,754 Existing Ordinary Shares are legally held by Mainspring Nominees (8) Limited (a Committed Capital nominee company) on behalf of Valhalla Investments Inc (a company owned by Sophie Blandford and Lucy Blandford). These interests exclude the 350,000 Ordinary Shares acquired and disposed of by Rockridge Investments SA as noted in paragraph 3(b)(ii) (and the related Notes 1 & 2 to that paragraph) below.

<sup>4</sup> These Existing Ordinary Shares are legally held by Mainspring Nominees (8) Limited, a Committed Capital nominee company, on behalf of Judy Welch and her four children.

<sup>5</sup> 12,500 of these Existing Ordinary Shares are legally held in Else Thomson's own name and 19,608 are legally held by Mainspring Nominees (8) Limited.

<sup>6</sup> Whilst the Concert Party (through Committed Capital) subscribed for 5,806,811 new Ordinary Shares under the Firm Subscription, its percentage interest of voting rights in the Company did not increase, therefore, no Mandatory Offer Obligation was triggered by its participation in the Firm Subscription.

(ii) In the 12 months prior to the date of this Document the members of the Concert Party have dealt in the relevant securities of the Company as follows:

*All of the dealings set out below, save for those referred to in footnotes 1 and 2, were undertaken pursuant to: (a) the firm and conditional placings, subscriptions and the open offer announced by the Company on 28 February 2019 and the associated waiver of the Mandatory Offer Obligation as referred to in the Company's circular published on 1 March 2019 and (b) the Firm Placing and Firm Subscription, which did not trigger a Mandatory Offer Obligation for the Concert Party as its percentage interest of voting rights in the Company did not increase.*

| Concert Party | Date of dealing | Type of dealing | No. of Ordinary | Legal or |
|---------------|-----------------|-----------------|-----------------|----------|
|---------------|-----------------|-----------------|-----------------|----------|

| <i>Member</i>                                       |                   |   | <i>Shares</i>                  | <i>Price</i>  | <i>beneficial interest</i> |
|---|-------------------|---|--------------------------------|---|----------------------------|
| <b>Committed Capital Limited</b>                    | 25 January 2019   | Acquisition of indirect right to subscribe for 859,482 Ordinary Shares <sup>3</sup>   | 859,482                        | £73,056<br>Conversion price: lower of the Issue Price and 9 pence     | Beneficial <sup>4</sup>    |
|   | 6 March 2019      | Exercise of indirect right to subscribe for 859,482 Ordinary Shares <sup>3</sup>      | 859,482                        | 8.5 pence per Ordinary Share  | Beneficial <sup>4</sup>    |
|   | 6 March 2019      | Acquisition   | 95,499                         | 8.5 pence per Ordinary Share  | Beneficial <sup>4</sup>    |
|   | 20 March 2019     | Acquisition   | 402,852                        | 8.5 pence per Ordinary Share  | Beneficial <sup>4</sup>    |
|   | 11 April 2019     | Acquisition   | 645,820                        | 8.5 pence per Ordinary Share  | Beneficial <sup>4</sup>    |
|   | 16 August 2019    | Acquisition   | 776,490                        | 7 pence per Ordinary Share  | Beneficial <sup>4</sup>    |
| <b>Committed Capital Financial Services Limited</b> | 25 January 2019   | Acquisition of indirect right to subscribe for 2,433,785 Ordinary Shares <sup>3</sup> | 2,433,785                      | £206,871.80<br>Conversion price: lower of the Issue Price and 9 pence | Beneficial <sup>5</sup>    |
|   | 6 March 2019      | Exercise of indirect right to subscribe for 2,433,785 Ordinary Shares <sup>3</sup>    | 2,433,785                      | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 6 March 2019      | Acquisition   | 1,455,987                      | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 20 March 2019     | Acquisition   | 4,574,180                      | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 11 April 2019     | Acquisition   | 539,333                        | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 24 May 2019       | Acquisition   | 4,978,420                      | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 14 June 2019      | Acquisition   | 2,988,201                      | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 16 August 2019    | Acquisition   | 5,030,321                      | 7 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
| <b>Steve Harris</b>                                 | -                 | -   | -                              | -   | -                          |
| <b>Timothy Steel</b>                                | -                 | -   | -                              | -   | -                          |
| <b>Mark Blandford</b>                               | 25 January 2019   | Acquisition of indirect right to subscribe for 766,609 Ordinary Shares <sup>3</sup>   | 766,609                        | £65,161.80<br>Conversion price: lower of the Issue Price and 9 pence  | Beneficial <sup>5</sup>    |
|   | 6 March 2019      | Exercise of indirect right to subscribe for 766,609 Ordinary Shares <sup>3</sup>      | 766,609                        | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 6 March 2019      | Acquisition   | 85,179                         | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 20 March 2019     | Acquisition   | 588,240                        | 8.5 pence per Ordinary Share  | Beneficial <sup>5</sup>    |
|   | 3 June 2019       | Acquisition <sup>1</sup>  | 250,000                        | 7.5 pence per Ordinary Share  | Beneficial <sup>6</sup>    |
|   | 4 June 2019       | Acquisition <sup>1</sup>  | 100,000                        | 7.485 pence per Ordinary Share  | Beneficial <sup>6</sup>    |
|   | 16 August 2019    | Acquisition   | 85,322                         | 7 pence per Ordinary Share  | Beneficial <sup>7</sup>    |
|   | 3 September 2019  | Sale <sup>2</sup>   | 25,000                         | 6.5 pence per Ordinary Share  | Beneficial <sup>6</sup>    |
| 10 September 2019                                   | Sale <sup>2</sup> | 325,000   | 6.625 pence per Ordinary Share | Beneficial <sup>6</sup>   |                            |

|                     |                 |   |         |  |                         |
|---------------------|-----------------|---|---------|--|-------------------------|
| <b>Judy Welch</b>   | 25 January 2019 | Acquisition of indirect right to subscribe for 117,647 Ordinary Shares <sup>3</sup> | 117,647 | £1,500   | Beneficial <sup>4</sup> |
|                     | 6 March 2019    | Exercise of indirect right to subscribe for 117,647 Ordinary Shares <sup>3</sup>    | 117,647 | Conversion price: lower of the Issue Price and 9 pence<br>8.5 pence per Ordinary Share | Beneficial <sup>4</sup> |
|                     | 6 March 2019    | Acquisition   | 13,072  | 8.5 pence per Ordinary Share   | Beneficial <sup>4</sup> |
| <b>Else Thomson</b> | 25 January 2019 | Acquisition of indirect right to subscribe for 17,647 Ordinary Shares <sup>3</sup>  | 17,647  | £1,500   | Beneficial <sup>4</sup> |
|                     | 6 March 2019    | Exercise of indirect right to subscribe for 17,647 Ordinary Shares <sup>3</sup>     | 17,647  | Conversion price: lower of the Issue Price and 9 pence<br>8.5 pence per Ordinary Share | Beneficial <sup>4</sup> |
|                     | 6 March 2019    | Acquisition   | 1,961   | 8.5 pence per Ordinary Share   | Beneficial <sup>4</sup> |

<sup>1</sup> While these acquisitions of Ordinary Shares increased the Concert Party's holding of Ordinary Shares such that a Mandatory Offer Obligation would normally have been triggered, the Panel Executive agreed that the relevant acquisitions were inadvertent mistakes within the meaning of Note 4 on Dispensations from Rule 9 of the Code. Accordingly, the Panel Executive did not require a mandatory offer to be made provided that sufficient Ordinary Shares were sold in order to remedy the position.

<sup>2</sup> These disposals were made in connection with the requirement referred to under footnote 1 above.

<sup>3</sup> Pursuant to the terms of an advance subscription agreement between, amongst others, the Company and Mainspring Nominees (8) Limited dated 25 January 2019 (as amended).

<sup>4</sup> Legally held by MNL Nominees Limited, a Committed Capital nominee company.

<sup>5</sup> Legally held by Mainspring Nominees (8) Limited, a Committed Capital nominee company.

<sup>6</sup> Legally held by Rockridge Investments S A (a company in which Mark Blandford's wife, Patricia Blandford, and his two daughters, Sophie Blandford and Lucy Blandford, each have a beneficial interest).

<sup>7</sup> Legally held by Mainspring Nominees (8) Limited, on behalf of Valhalla Investments Inc (a company owned by Sophie Blandford and Lucy Blandford).

(iii) As at the disclosure date, save as disclosed in paragraph 3(b)(i) above, no member of the Concert Party (including CCFSL), the directors of Committed Capital, nor any person acting or presumed to be acting in concert with the members of the Concert Party, has an interest in or right to subscribe for any relevant securities of the Company including any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery, nor had any of the foregoing dealt in any relevant securities of the Company during the Disclosure Period.

(iv) As at the disclosure date, no member of the Concert Party, the directors of Committed Capital, nor any person acting or presumed to be acting in concert with the members of the Concert Party, has borrowed or lent any relevant securities of the Company (including any financial collateral arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code), save for any borrowed shares which have either been on-lent or sold.

(v) As at the close of business on the disclosure date and on Admission, the interests of the Directors, any person acting in concert with the Company and any person with whom the Company, or any person acting in concert with the Company, has an arrangement, all of which are beneficial unless otherwise stated, in relevant securities of the Company (as shown in the Company's registers or which have been notified to the Company) are as follows:

*Percentage*

| <i>Director</i> | <i>Total<br/>No. of<br/>Existing<br/>Ordinary<br/>Shares</i> | <i>Percentage<br/>of Issued<br/>Share<br/>Capital</i> | <i>No. of<br/>Ordinary<br/>Shares<br/>following<br/>Admission</i> | <i>of Enlarged<br/>Share<br/>Capital<br/>following<br/>Admission</i> |
|-----------------|--|---|---|--|
| Mike Lord       | 1,376,300 <sup>1</sup>                                       | 1.14%   | 1,376,300 <sup>1</sup>  | 1.11%  |
| Barry Gamble    | 1,225,000  | 1.01%   | 1,225,000   | 0.99%  |
| John Shermer    | 896,666  | 0.74%   | 896,666   | 0.73%  |
| Kevin Edwards   | 335,576 <sup>2</sup>   | 0.28%   | 335,576 <sup>2</sup>  | 0.27%  |
| Jason Elliott   | 253,181 <sup>1</sup>   | 0.21%   | 253,181 <sup>1</sup>  | 0.20%  |
| Steve Harris    | —  | —   | —   | —  |
| <b>Total</b>    | <b>4,086,723</b>   | <b>3.38%</b>  | <b>4,086,723</b>  | <b>3.31%</b>   |

<sup>1</sup> these Existing Ordinary Shares are legally held by Michael Richard Lord Denton & Co Trustees, a pension fund of which Mike Lord is a beneficiary.

<sup>2</sup> 162,500 of these Existing Ordinary Shares are legally held by Investment In Vision Limited, a company jointly owned by Kevin Edwards and Jason Elliott.

- (vi) As at the close of business on the disclosure date, the Directors, any person acting in concert with the Company and any person with whom the Company, or any person acting in concert with the Company, has an arrangement have the following options or other rights to subscribe for relevant securities of the Company:

| <i>Director</i> | <i>Date of grant</i> | <i>Number of<br/>Ordinary Shares<br/>subject to option</i> | <i>Exercise<br/>price<br/>(pence)</i> | <i>Date from<br/>which<br/>exercisable</i> |
|-----------------|----------------------|--|---------------------------------------|--|
| Mike Lord       | 30/09/2015           | 200,000  | 28.0                                  | 30/09/2018 <sup>1</sup>                    |
| John Shermer    | 30/09/2015           | 200,000  | 28.0                                  | 30/09/2018 <sup>1</sup>                    |
| John Shermer    | 13/02/2017           | 400,000  | 13.0                                  | 14/02/2020 <sup>2</sup>                    |
| John Shermer    | 09/04/2018           | 350,000  | 16.0                                  | 09/04/2021 <sup>3</sup>                    |
| John Shermer    | 30/04/2019           | 490,000  | 8.5                                   | 30/04/2022 <sup>4</sup>                    |
| Kevin Edwards   | 19/03/2015           | 100,000  | 29.0                                  | 31/03/2018 <sup>1</sup>                    |
| Kevin Edwards   | 13/02/2017           | 400,000  | 13.0                                  | 14/02/2020 <sup>2</sup>                    |
| Kevin Edwards   | 09/04/2018           | 350,000  | 16.0                                  | 09/04/2021 <sup>3</sup>                    |
| Kevin Edwards   | 30/04/2019           | 490,000  | 8.5                                   | 30/04/2022 <sup>4</sup>                    |
| Jason Elliott   | 02/07/2018           | 500,000  | 16.0                                  | 02/07/2021 <sup>3</sup>                    |
| Jason Elliott   | 30/04/2019           | 700,000  | 8.5                                   | 30/04/2022 <sup>4</sup>                    |

<sup>1</sup> Share options granted to Directors will only vest if the Company's share price has reached 80 pence at any time but will not be exercisable until the date noted above.

<sup>2</sup> Share options granted to Directors will only vest if the Company's share price has reached 40 pence at any time but will not be exercisable until the date noted above.

<sup>3</sup> Share options granted to Directors will only vest if the Company's revenue targets have been achieved with the maximum award being made at revenue of £6.0 million for the financial year ended 30 September 2018 and £12.0 million for the financial year ending 30 September 2019.

<sup>4</sup> Share options granted to Directors will only vest if the Company's revenue targets have been achieved with the maximum award being made at revenue of £8.0 million for the financial year ending 30 September 2019 and £16.0 million for the financial year ending 30 September 2020.

- (vii) As at the disclosure date, save as disclosed in paragraph 3(b)(v) and paragraph 3(b)(vi) above, neither the Directors, nor any persons acting in concert with the Company, nor any person with whom the Company or any person acting in concert with it has an arrangement, has an interest in or right to subscribe for any relevant securities of the Company including any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.
- (viii) As at the disclosure date, neither the Company nor any person acting in concert with it has borrowed or lent any relevant securities of the Company (including any financial collateral

arrangements of the kind referred to in Note 4 on Rule 4.6 of the Code), save for any borrowed shares which have either been on-lent or sold.

(c) **Interests and dealings in the share capital of Committed Capital**

- (i) As at the disclosure date, the interests of the Company and Directors, all of which are beneficial unless otherwise stated, in relevant securities of Committed Capital are as follows:

| <i>Member</i> | <i>Total No. of<br/>shares held in<br/>Committed<br/>Capital Limited</i> | <i>Percentage<br/>of issued<br/>share capital</i> |
|---------------|--|---|
| Steve Harris  | 65,760,000   | 44.67%  |
| <b>Total</b>  | <u>65,760,000</u>  | <u>44.67%</u>                                     |

- (ii) As at the disclosure date, save as disclosed in paragraph 3(c)(i), neither the Company, the Directors, nor any member of their immediate families, related trusts or (so far as the Directors are aware) connected persons, nor any persons acting in concert with the Company, nor any person with whom the Company or any person acting in concert with it has an arrangement, has an interest in or right to subscribe for any relevant securities of any member of the Concert Party including any short position (whether conditional or absolute and whether in the money or otherwise), including any short position under a derivative, any agreement to sell or any delivery obligation or right to require another person to purchase or take delivery.

(d) **General**

- (i) As at the disclosure date, there were no agreements, arrangements or understandings (including any compensation arrangement) between Committed Capital, or any member of the Concert Party (including CCFSL), and any of the Directors, recent directors, shareholders or recent shareholders of the Company or any person interested or recently interested in Ordinary Shares having any connection with or dependence upon the Transactions or the Rule 9 Waiver.
- (ii) No member of the Concert Party has entered into any agreement, arrangement or understanding to transfer any interest acquired in the Company as a result of the Fundraising.

**4. Material contracts**

The following contracts, not being contracts entered into in the ordinary course of business, have been entered into by the Group and Committed Capital within the two years immediately preceding the date of this Document and are, or may be, material or are, or may, contain provisions under which any member of the Group or Committed Capital has an obligation or entitlement which is material to the Group or Committed Capital:

**4.1 The Group**

- (a) The Placing Agreement pursuant to which Shore Capital Stockbrokers has agreed, subject to certain conditions, to act as agent for the Company and to use its reasonable endeavours to procure placees to subscribe for the Firm Placing Shares at the Issue Price.

The Placing Agreement is conditional upon, *inter alia*, First Admission occurring on or before 8.00 a.m. on 17 October 2019 (or such later date as the Company and Shore Capital may agree, being not later than 8.00 a.m. on 31 October 2019). The Placing Agreement contains warranties from the Company in favour of Shore Capital in relation to, amongst other things, the accuracy of the information in this Document and other matters relating to the Company and its business. In addition, the Company has agreed to indemnify Shore Capital in respect of certain liabilities it may incur in respect of the Firm Placing. Shore Capital has the right to terminate the Placing Agreement in certain circumstances prior to Admission, in particular, in the event of a breach of the warranties or a force majeure event.

Under the Placing Agreement and subject to it becoming unconditional and not being terminated in accordance with its terms, the Company has agreed to pay Shore Capital a commission of: (i) 5 per cent. on the value at the Issue Price of those placing shares placed with persons procured by Shore Capital; and (ii) 1 per cent. on the value at the Issue Price of those placing shares placed with persons procured by the Company and a corporate finance fee of £55,000, together, in each case, with any applicable VAT.

The Placing Agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts.

- (b) Subscription letters dated 15 August 2019 between (1) the Company and (2) certain investors (including Mainspring Nominees (8) Limited and MNL Nominees Limited as nominees for Committed Capital) pursuant to which the investors have agreed to subscribe for the Firm Subscription Shares.
- (c) Subscription letters dated 16 August 2019 between (1) the Company and (2) Mainspring Nominees (8) Limited and MNL Nominees Limited as nominees for Committed Capital, pursuant to which the investors have agreed to subscribe for the Conditional Subscription Shares.
- (d) An engagement letter dated 16 July 2019 and made between (1) the Company and (2) CCFSL pursuant to which CCFSL agreed to act as financial adviser to the Company on the Fundraising. Under that engagement letter the Company agreed to pay CCFSL a success fee equal to 5 per cent. of the value of any funds received as part of the Fundraising and sourced by CCFSL.
- (e) A placing agreement dated 28 February 2019 made between (1) the Company and (2) Stockdale pursuant to which Stockdale agreed, subject to certain conditions, to act as agent for the Company and to use its reasonable endeavours to procure places to subscribe for certain new Ordinary Shares at 8.5 pence per Ordinary Share.

The placing agreement was conditional upon, *inter alia*, admission occurring on or before 8.00 a.m. on 20 March 2019 (or such later date as the Company and Stockdale may agree, being not later than 8.00 a.m. on 29 March 2019). The placing agreement contained warranties from the Company in favour of Stockdale in relation to, amongst other things, the accuracy of certain information and other matters relating to the Company and its business. In addition, the Company agreed to indemnify Stockdale in respect of certain liabilities it may incur in respect of the placing. Stockdale had the right to terminate the placing agreement in certain circumstances prior to admission, in particular, in the event of a breach of the warranties or a force majeure event.

Under the placing agreement and subject to it becoming unconditional and not being terminated in accordance with its terms, the Company agreed to pay Stockdale a commission of: (i) 5 per cent. on the value at the issue price of those placing shares placed with persons procured by Stockdale; and (ii) 1 per cent. on the value at the issue price of those placing shares placed with persons procured by the Company and a corporate finance fee of £75,000, together, in each case, with any applicable VAT.

The placing agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts.

- (f) Subscription letters dated 28 February 2019 between (1) the Company and (2) certain investors (including Mainspring Nominees (8) Limited and MNL Nominees Limited as nominees for Committed Capital) pursuant to which the investors agreed to subscribe for certain new Ordinary Shares.
- (g) A relationship agreement dated 28 February 2019 and made between (1) the Company, (2) Committed Capital and (3) Stockdale to regulate the relationship between the Company and Committed Capital following Admission. The provisions of the relationship agreement ensure that

the Company will at all times be capable of carrying on its business independently of Committed Capital and members of its group and that all transactions and arrangements between the Company and Committed Capital and members of its group will be at arm's length and on normal commercial terms. The relationship agreement will continue in full force and effect for so long as the Ordinary Shares are admitted to trading on AIM and Committed Capital is interested in 30 per cent. or more of the Company's issued share capital. The relationship agreement is governed by English law and is subject to the exclusive jurisdiction of the English courts.

- (h) An engagement letter dated 26 February 2019 and made between (1) the Company and (2) CCFSL pursuant to which CCFSL agreed to act as financial adviser to the Company on the fundraising referred to in paragraph 4.1(e) of this Part IV. Under that engagement letter the Company agreed to pay CCFSL a retainer fee of £30,000 plus VAT and a success fee equal to 5 per cent. of the value of any funds received as part of the fundraising and sourced by CCFSL. On 24 May 2019, a further £10,000 plus VAT was subsequently agreed to be payable with the Company in respect of extra work done for the Company by CCFSL.
- (i) An advance subscription agreement ("**Advance Subscription Agreement**") dated 25 January 2019 and made between (1) Mainspring Nominees (8) Limited, (2) MNL Nominees Limited (together with Mainspring Nominees (8) Limited, the "**Subscribers**") and (3) the Company, pursuant to which the Subscribers agreed to make advance subscription funds available to the Company. On the terms of the Advance Subscription Agreement, the Subscribers made available to the Company an aggregate amount of £279,927.80 ("**Advance Subscription Funds**") on or around the date of the Advance Subscription Agreement.

The Advance Subscription Funds were automatically applied to the subscription of new Ordinary Shares upon completion of the placing and subscription referred to in paragraphs 4.1(e) and (f) of this Part IV.

The Advance Subscription Agreement included a small number of representations and warranties from the Company in favour of the subscribers as to, amongst other things, the Company and the Ordinary Shares.

- (j) An engagement letter dated 25 January 2019 and made between (1) the Company and (2) CCFSL pursuant to which CCFSL agreed to act as financial adviser to the Company in connection with the subscription funds advanced under the Advance Subscription Agreement. Under that engagement letter the Company agreed to pay CCFSL a success fee equal to 5 per cent. of the value of any funds received pursuant to the Advance Subscription Agreement.
- (k) A facility agreement dated 5 December 2018 and made between LightwaveRF Technology Limited ("**LTL**") and Finstock Capital Limited ("**Finstock**") pursuant to which Finstock has agreed to provide LTL with a term loan facility of £300,000, secured against, and repayable from, research and development tax credits receivable. Interest is payable on the loan at a rate of 1.5 per cent. per month. LTL has also paid an arrangement fee equal to 5 per cent. of the amount of the facility. The loan is repayable at any time before the first anniversary of the facility agreement. The Company has guaranteed LTL's obligations under the facility agreement (pursuant to the terms of a guarantee and indemnity dated 5 December 2018 between the Company and Finstock) which has been secured by way of a debenture dated 5 December 2018 and made between the Company and Finstock creating fixed and floating charges over the undertaking, property and assets of the Company. The loan is also secured by way of a debenture dated 5 December 2018 and made between LTL and Finstock creating fixed and floating charges over the undertaking, property and assets of LTL.
- (l) Subscription letters dated on or around 3 November 2017 between the Company and certain investors (including Mainspring Nominees (8) Limited and MNL Nominees Limited as nominees for Committed Capital) pursuant to which the investors agreed to subscribe for Ordinary Shares at an issue price of 16 pence per Ordinary Share subject to the satisfaction of certain conditions which have since been satisfied.
- (m) An engagement letter dated 31 October 2017 and made between (1) the Company and

(2) CCFSL pursuant to which CCFSL agreed to act as financial adviser to the Company on a proposed capital raising. Under that engagement letter the Company agreed to pay CCFSL a retainer fee of £7,500 and a success fee equal to 5 per cent. of the value of any funds received as part of the capital raising and sourced by CCFSL.

- (n) A placing agreement dated 27 October 2017 and made between (1) the Company and (2) Stockdale pursuant to which Stockdale agreed, subject to certain conditions, to act as agent for the Company and to use its reasonable endeavours to procure placees to subscribe for the Placing Shares and the VCT Placing Shares (as defined therein). Under that placing agreement the Company agreed to pay Stockdale a commission equal to 5 per cent. of the value at the issue price of the Placing Shares and the VCT Placing Shares (as defined in the agreement) together with any applicable VAT.

#### 4.2 **Committed Capital**

- (a) The subscription letters described in paragraph 4.1(b) and (c) above;
- (b) The subscription letters described in paragraph 4.1(f) above;
- (c) The relationship agreement described in paragraph 4.1(g) above;
- (d) The engagement letter described in paragraph 4.1(h) above;
- (e) The Advance Subscription Agreement described in paragraph 4.1(i) above;
- (f) The engagement letter described in paragraph 4.1(j) above;
- (g) The subscription letters described in paragraph 4.1(l) above; and
- (h) The engagement letter described in paragraph 4.1(m) above.

#### 5. **Significant change**

Save as disclosed in Part I of this Document, there has been no significant change in the financial or trading position of the Group since 30 September 2018, being the date to which the Company's last audited results were published.

#### 6. **Market Quotations**

The following table set out the Closing Prices (as derived from the AIM Appendix of the Daily Official List of the London Stock Exchange) for the first Business Day in each of the six months immediately prior to the date of this Document, the Business Day immediately prior to release of the Announcement and for 18 September 2019 (being the latest practicable date prior to the publication of this Document):

| <i>Date</i>       | <i>Closing Price<br/>(pence)</i> |
|-------------------|----------------------------------|
| 1 April 2019      | 7.25                             |
| 1 May 2019        | 8.25                             |
| 3 June 2019       | 7.5                              |
| 1 July 2019       | 7.12                             |
| 1 August 2019     | 8.0                              |
| 15 August 2019    | 7.88                             |
| 2 September 2019  | 6.63                             |
| 18 September 2019 | 6.75                             |

#### 7. **Directors' Service Agreements**

- (a) Details of the service agreements of each of the Directors are set out below:

| <i>Director</i> | <i>Date of<br/>Contract</i> | <i>Appointment<br/>Date</i> | <i>Basic<br/>Annual<br/>Salary (£)</i> | <i>Benefits</i> | <i>Term/notice<br/>period <sup>(1)</sup></i> |
|-----------------|-----------------------------|-----------------------------|--|-----------------|--|
| Barry Gamble    | 7 March<br>2014             | 3 April 2014                | 50,000                                 | -               | 1 month's notice                             |
| Jason Elliot    | 27 June<br>2018             | 2 July 2018                 | 160,000 <sup>2</sup>                   | <sup>3</sup>    | 6 months' notice                             |

|               |                  |                            |                      |              |   |
|---------------|------------------|----------------------------|----------------------|--------------|---|
| Kevin Edwards | 17 March 2015    | 24 May 2016 <sup>4</sup>   | 110,000 <sup>2</sup> | <sup>3</sup> | Kevin Edwards:<br>3 months' notice<br>Company: 6 months' notice |
| Steve Harris  | 1 March 2017     | 1 September 2015           | 25,000               | -            | 3 year term, 1 month's notice                                   |
| Mike Lord     | 1 March 2017     | 29 September 2010          | 37,500 <sup>5</sup>  | -            | 3 year term, 1 month's notice                                   |
| John Shermer  | 20 November 2008 | 19 March 2015 <sup>6</sup> | 110,000 <sup>2</sup> | <sup>3</sup> | 12 months' notice   |

<sup>1</sup> Unless otherwise stated these agreements have an indefinite term and any notice period stated is the notice to be given by either party.

<sup>2</sup> Each of these directors may receive an annual cash bonus from a predetermined bonus pool, payment of which is contingent on the satisfaction of certain performance conditions.

<sup>3</sup> Each of these directors receives the benefit of private health insurance, a contribution to a pension scheme of 2 per cent. of annual salary and an annual car allowance of £7,200.

<sup>4</sup> Kevin Edward's continuous employment began on 17 March 2015.

<sup>5</sup> Of which £17,500 is paid to Drol Investments Limited for consultancy services.

<sup>6</sup> John Shermer's continuous employment began on 5 July 2007.

- (b) None of the agreements set out in paragraph 7(a) above have been entered into or amended during the six months prior to the date of this Document.
- (c) Save as disclosed above, there are no other contracts of service between Directors and the Company or any of its subsidiaries.
- (d) The Concert Party has not entered into or reached an advanced stage of discussions on any form of incentivisation arrangements with any members of the Company's management who are interested in Ordinary Shares.

## 8. General

- 8.1 The total gross proceeds to be raised by the Fundraising are £1.3 million. The estimated net proceeds accruing to the Company after deductions of commissions and expenses (excluding VAT) will be £1.1 million. It is proposed that such proceeds will be used to continue to scale the Company's business, expand sales and marketing, execute on obligations in Europe and provide working capital.
- 8.2 Each of Shore Capital and Corporate and Shore Capital Stockbrokers has given and not withdrawn its written consent to the inclusion in this Document of its name and the references thereto in the form and context in which they appear.
- 8.3 This document has been prepared in accordance with current UK tax legislation, practice and concession and interpretation thereof. Such legislation and practice may change and the current interpretation may therefore no longer apply.
- 8.4 Where information which appears in this Document has been sourced from a third party, the information has been accurately reproduced. As far as the Directors and the Company are aware and able to ascertain from such information supplied or published by a third party, no facts have been omitted which would render any reproduced information false, inaccurate or misleading.

## 9. Documents available for inspection

Copies of the following documents will be available for inspection during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted) at the offices of the Company

from the date of this Document until the end of the offer period (as defined in the Code). The documents will also be available from the Company's website, [www.LightwaveRF.com](http://www.LightwaveRF.com).

1. the memorandum and articles of association of the Company;
2. the memorandum and articles of association of Committed Capital Limited;
3. the memorandum and articles of association of CCFSL;
4. the financial information on the Company referred to in Part II of this Document;
5. the financial information on Committed Capital referred to in Part III of this Document;
6. the written consents of Shore Capital and Corporate and Shore Capital Stockbrokers referred to in paragraph 8.2 of this Part IV;
7. the material contracts referred to in paragraph 4 of this Part IV; and
8. this Document.

#### **10. Documents incorporated by reference**

The following information is incorporated by reference into this Document pursuant to Rule 24.15 of the City Code and is available free of charge on the Company's website, [www.LightwaveRF.com](http://www.LightwaveRF.com).

1. the financial information on the Company referred to in Part II of this Document;
2. the financial information on Committed Capital referred to in Part III of this Document;

Any Shareholder, person with information rights or other person to whom this Document is sent may request, in writing or verbally, a hard copy of each of the documents above incorporated by reference in this Document. Hard copies will only be provided where valid requests are received from such persons. Requests for copies of any such documents should be directed to Neville Registrars on 0121 585 1131 or if calling from outside the UK on +44 121 585 1131. Calls to the Neville Registrars' help lines are charged at your provider's standard rates for national or, as the case may be, international calls. Different charges may apply to calls made from mobile telephones and calls may be recorded and monitored randomly for security and training purposes. Please note that Neville Registrars cannot give any financial, legal or tax advice.

#### **11. Availability of this Document**

A copy of this Document is available, subject to certain restrictions relating to persons resident in the United States of America, Canada, Australia, the Republic of South Africa, Japan, or any other jurisdiction where distribution of this Document would be in breach of any applicable law and/or regulation, at the Company's website [www.LightwaveRF.com](http://www.LightwaveRF.com). Neither the content of the Company's website nor any website accessible by hyperlinks to the Company's website is incorporated in, or forms part of, this Document.

## DEFINITIONS

The following definitions apply throughout this Document and the accompanying Form of Proxy, unless the context requires otherwise or unless it is otherwise specifically provided:

|  |  |
|--|--|
| “Admission”  | assuming First Admission has become effective, admission of the Deferred Settlement Shares to trading on AIM in accordance with the AIM Rules              |
| “AIM”  | AIM, a market operated by the London Stock Exchange  |
| “AIM Rules”  | the AIM Rules for Companies published by the London Stock Exchange   |
| “Announcement”   | the announcement by the Company via an RIS on 16 August 2019 of the Fundraising  |
| “Business Day”   | a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London, England   |
| “Canada”   | Canada, its provinces and territories and all areas subject to its jurisdiction and any political sub-divisions thereof                                    |
| “CCFSL”  | Committed Capital Financial Services Limited   |
| “City Code”, “Code” or “Takeover Code”                     | the City Code on Takeovers and Mergers, as amended from time to time   |
| “Closing Price”  | the closing middle market quotation of an Existing Ordinary Share as derived from the AIM Appendix to the Daily Official List of the London Stock Exchange |
| “Committed Capital”  | Committed Capital Limited, and where the context requires any or all of the other members of the Committed Capital Limited group of companies              |
| “Companies Act” or “Act”                                   | Companies Act 2006 (as amended)  |
| “Company” or “LightwaveRF”                                 | LightwaveRF plc (registered number 06690180)   |
| “Concert Party”  | together CCFSL, Committed Capital Limited, Steve Harris, Timothy Steel, Mark Blandford, Judy Welch and Else Thomson  |
| “Conditional Subscription”                                 | the conditional subscription by Committed Capital for the Conditional Subscription Shares  |
| “Conditional Subscription Shares” or “New Ordinary Shares” | 2,764,617 new Ordinary Shares the subject of the Conditional Subscription  |
| “CREST”  | the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations)              |
| “CREST Regulations”  | the Uncertificated Securities Regulations 2001 (SI 2001/3755) (as amended)   |
| “Deferred Settlement Shares”                               | 1,880,931 new Ordinary Shares forming part of the Conditional Subscription   |

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| “Directors” or “Board”     | the directors of the Company whose names appear paragraph 2.1 of Part IV of this Document   |
| “Document” or “Circular”   | this document which for the avoidance of doubt does not comprise a prospectus (under the Prospectus Rules) or an admission document (under the AIM Rules)   |
| “EIS”                      | the Enterprise Investment Scheme and related reliefs as detailed in Part 5 of the Income Tax Act 2007 and in sections 150A to 150D and Schedule 5B and 5BA of the Taxation of Chargeable Gains Act 1992 (amended) |
| “Enlarged Share Capital”   | the issued share capital of LightwaveRF immediately following Admission   |
| “EU”                       | the European Union  |
| “Euroclear”                | Euroclear UK & Ireland Limited, the operator of CREST   |
| “Existing Ordinary Shares” | the 120,818,829 Ordinary Shares in issue at the date of this Document   |
| “FCA”                      | the Financial Conduct Authority of the UK   |
| “Firm Placing”             | the firm placing by the Company of the Firm Placing Shares with certain institutional and other investors pursuant to the Placing Agreement as announced on 16 August 2019  |
| “Firm Placing Shares”      | 10,000,000 new Ordinary Shares issued pursuant to the Firm Placing  |
| “Firm Subscription”        | the firm subscription by certain investors of the Firm Subscription Shares as announced on 16 August 2019   |
| “Firm Subscription Shares” | 5,806,811 new Ordinary Shares issued pursuant to the Firm Subscription  |
| “First Admission”          | admission of the Conditional Subscription Shares (other than the Deferred Settlement Shares) to trading on AIM in accordance with the AIM Rules   |
| “Form of Proxy”            | the form of proxy accompanying this Document for use at the General Meeting   |
| “FSMA”                     | the Financial Services and Markets Act 2000 (as amended)  |
| “Fundraising”              | together the Firm Placing, the Firm Subscription and the Conditional Subscription   |
| “General Meeting”          | the general meeting of the Company as described in this Document, notice of which is set out at the end of this Document  |
| “Group”                    | the Company and its subsidiaries  |
| “HMRC”                     | Her Majesty’s Revenue and Customs   |
| “Independent Directors”    | the Directors, other than Steve Harris  |

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| “Independent Shareholders”           | the Shareholders who are independent of the Concert Party  |
| “Issue Price”                        | 7 pence per New Ordinary Share   |
| “Japan”                              | Japan, its cities, prefectures, territories and possessions  |
| “London Stock Exchange”              | London Stock Exchange plc  |
| “Neville Registrars” or “Registrars” | Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD  |
| “Notice of General Meeting”          | the notice of General Meeting set out at the end of this Document  |
| “Ordinary Shares”                    | ordinary shares of 5 pence each in the capital of the Company  |
| “Overseas Holders”                   | Shareholders with registered addresses in, or who are citizens, residents or nationals of, jurisdictions outside the UK  |
| “Panel” or “Takeover Panel”          | the Panel on Takeovers and Mergers   |
| “Placing Agreement”                  | the placing agreement entered into between the Company, Shore Capital and Corporate and Shore Capital Stockbrokers dated 16 August 2019, further details of which are set out at paragraph 4.1(a) of Part IV of this Document  |
| “Prospectus Rules”                   | the Prospectus Rules made in accordance with EU Prospectus Directive 2003/71/EC  |
| “Resolutions”                        | the resolutions to be proposed at the General Meeting as set out in the Notice of General Meeting  |
| “Restricted Jurisdiction”            | the United States, Australia, Canada, Japan, New Zealand, the Republic of Ireland and the Republic of South Africa or any other jurisdiction where the distribution of this Document and/or the offer or sale of Ordinary Shares would constitute a breach of local securities laws or regulations |
| “RIS”                                | a regulatory information service as defined by the AIM Rules   |
| “Rule 9 Waiver”                      | the waiver by the Panel of the obligations which would otherwise arise on the part of any member of the Concert Party (individually or collectively) under Rule 9 of the Takeover Code on completion of the Transactions   |
| “Securities Act”                     | the US Securities Act of 1933, as amended  |
| “Shareholders”                       | holders of Ordinary Shares   |
| “Shore Capital”                      | Shore Capital Stockbrokers and/or Shore Capital and Corporate, as the context permits  |
| “Shore Capital and Corporate”        | Shore Capital and Corporate Limited  |
| “Shore Capital Stockbrokers”         | Shore Capital Stockbrokers Limited   |
| “Sterling”                           | pounds sterling, the basic unit of currency in the UK  |
| “Stockdale”                          | Stockdale Securities Limited   |
| “Transactions”                       | together the Conditional Subscription and the Rule 9 Waiver  |

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| “UK” or “United Kingdom” | the United Kingdom of Great Britain and Northern Ireland  |
| “UK Listing Authority”   | the UK Listing Authority, being the FCA acting as competent authority for the purposes of Part IV of FSMA |
| “VAT”                    | value added tax   |
| “VCT”                    | a Venture Capital Trust under Part 6 of the Income Tax Act 2007   |

## NOTICE OF GENERAL MEETING

# LightwaveRF plc

*(incorporated and registered in England and Wales under number 06690180)*

NOTICE is hereby given that a General Meeting of LightwaveRF plc will be held at the offices of the Company, Innovation Birmingham Campus, Faraday Wharf, Holt Street, Birmingham B7 4BB on 7 October 2019 at 10:45 a.m. to consider and, if thought fit, pass the following resolutions, of which the resolutions numbered 1, 2 and 3 will be proposed as Ordinary Resolutions and the resolutions numbered 4 and 5 will be proposed as Special Resolutions.

Words and expressions used or defined in the circular to shareholders published by the Company dated 20 September 2019 ("**Circular**") will have the same meaning in this Notice.

### ORDINARY RESOLUTIONS

1. **THAT** the waiver granted by the Panel on Takeovers and Mergers described in the Circular of the obligation under Rule 9 of the City Code for any member of the Concert Party (individually or collectively) to make a general offer to the shareholders of the Company as a result of its participation in the Conditional Subscription be and is hereby approved.
2. **THAT** the Directors be and they are hereby generally and unconditionally authorised pursuant to section 551 of the Companies Act 2006 ("**Act**") to exercise all powers of the Company to allot shares in the Company, and grant rights to subscribe for or to convert any security into shares of the Company (such shares, and rights to subscribe for or to convert any security into shares of the Company being "**Relevant Securities**") up to an aggregate nominal amount of £138,231 in connection with the Conditional Subscription provided that this power shall expire on 1 November 2019 save that the Company may before the expiry of this power make an offer or agreement which would or might require Relevant Securities or equity securities to be allotted or granted (as applicable) in pursuance of such an offer or agreement as if this power had not expired.
3. **THAT** the Directors be and they are hereby generally and unconditionally authorised pursuant to section 551 of the Act to exercise all powers of the Company to allot shares in the Company, and grant rights to subscribe for or to convert any security into shares of the Company up to an aggregate nominal amount of £2,060,000, provided that this authority shall expire on the date falling 18 months after the passing of this resolution, or, if earlier, on the date of the next annual general meeting of the Company following the passing of this resolution (unless renewed, varied or revoked by the Company prior to or on that date), save that the Company may before such expiry make an offer or agreement which would or might require Relevant Securities or equity securities to be allotted or granted (as applicable) in pursuance of such an offer or agreement as if this power had not expired.

This authority shall be in substitution for and shall replace any existing authority pursuant to section 551 of the Act to the extent not utilised at the date this resolution is passed, other than the authority granted to the Directors at Resolution 2 above, which shall remain in full force and effect.

### SPECIAL RESOLUTIONS

4. **THAT**, subject to and conditional upon the passing of Resolution 2 above, the Directors be and they are empowered pursuant to section 570 of the Act to allot equity securities (as defined in section 560 of the Act) of the Company wholly for cash pursuant to the authority of the directors under section 551 of the Act conferred by Resolution 2 above as if section 561 of the Act did not apply to such allotment in connection with the Conditional Subscription, provided that this power shall expire on 1 November 2019 except that the Company may before the expiry of this power make an offer or agreement which would or might require Relevant Securities or equity securities to be allotted or granted (as applicable) in pursuance of such an offer or agreement as if this power had not expired.

5. **THAT**, subject to and conditional upon the passing of Resolution 3 above, the Directors be and are hereby generally authorised pursuant to section 570 of the Act to allot equity securities (as defined in section 560 of the Act) for cash pursuant to the authority of the directors under section 551 of the Act conferred by Resolution 3 above for the duration of this authority as if section 561 of the Act did not apply to any such allotment **PROVIDED THAT** such power shall be limited to:

(a) the allotment of equity securities in connection with a rights issue, open offer or any other pre-emptive offer in favour of holders of equity securities (as required by the rights of those securities) in proportion (as nearly as may be) to their respective holdings, subject to such exclusions or other arrangements as the Directors may deem necessary or expedient in relation to treasury shares, fractional entitlements, record dates, legal or practical difficulties in or under the laws of any territory or the requirements of any regulatory body or stock exchange; and

(b) the allotment (otherwise than pursuant to sub-paragraph (a) above) of equity securities up to an aggregate nominal amount of £927,000,

and the power hereby conferred shall operate in substitution for and to the exclusion of any previous power given to the Directors pursuant section 570 of the Act (other than the power given to the Directors at Resolution 4 above which shall remain in full force and effect) and shall expire on the date 18 months after the passing of this resolution or, if earlier, on the date of the next annual general meeting of the Company following the passing of this resolution (unless renewed, varied or revoked by the Company prior to or on that date) save that the Company may, before such expiry make an offer or agreement which requires or might require equity securities to be allotted after the expiry of such period.

By Order of the Board

Kevin Edwards  
*Company Secretary*

LightwaveRF plc  
Innovation Birmingham Campus  
Faraday Wharf  
Holt Street  
Birmingham B7 4BB

Dated 20 September 2019

Notes:

#### **Entitlement to attend and vote**

1. Only those members registered on the Company's register of members at 6.00 p.m. on 3 October 2019 or, if this General Meeting (the "Meeting") is adjourned, at 6.00 p.m. on the day two days prior to the adjourned meeting, shall be entitled to attend and vote at the Meeting.

#### **Website giving information regarding the Meeting**

2. Information regarding the Meeting is available from [www.LightwaveRF.com](http://www.LightwaveRF.com).

#### **Attending in person**

3. If you wish to attend the Meeting in person, you will need to bring with you a form of formal identification which includes your photograph, such as a passport or a picture driving licence.

#### **Appointment of proxies**

4. If you are a member of the Company at the time set out in note 1 above, you are entitled to appoint a proxy to exercise all or any of your rights to attend, speak and vote at the Meeting and you should have received a proxy form with this notice of meeting. You can only appoint a proxy using the procedures set out in these notes and the notes to the proxy form.
5. A proxy does not need to be a member of the Company but must attend the Meeting to represent you. Details of how to appoint the Chairman of the Meeting or another person as your proxy using the proxy form are set out in the notes to the proxy form. If you wish your proxy to speak on your behalf at the Meeting you will need to appoint your own choice of proxy (not the Chairman) and give your instructions directly to them.
6. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy, please complete and return the enclosed form of proxy and return it to Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD in accordance with the instructions thereon.
7. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the Meeting.

#### **Appointment of proxy using hard copy proxy form**

8. The notes to the proxy form explain how to direct your proxy to vote on each resolution or withhold their vote.

To appoint a proxy using the proxy form, the form must be:

- completed and signed;
- sent or delivered to Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD in accordance with the instructions thereon; and
- received by Neville Registrars (at the above address) no later than 10:45 a.m. on 3 October 2019.

In the case of a member which is a company, the proxy form must be executed under its common seal or signed on its behalf by an officer of the company or an attorney for the company.

Any power of attorney or any other authority under which the proxy form is signed (or a duly certified copy of such power or authority) must be included with the proxy form.

#### **Appointment of proxy by joint members**

9. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).

#### **Changing proxy instructions**

10. To change your proxy instructions simply submit a new proxy appointment using the methods set out above. Note that the cut-off time for receipt of proxy appointments (see above) also applies in relation to amended instructions; any amended proxy appointment received after the relevant cut-off time will be disregarded.

Where you have appointed a proxy using the hard-copy proxy form and would like to change the instructions using another hard-copy proxy form, please contact Neville Registrars on 0121 585 1131 or if calling from outside the UK on +44 121 585 1131. Calls to Neville Registrars' help line number are charged at your provider's standard rates.

If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt of proxies will take precedence.

#### **Termination of proxy appointments**

11. In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to Neville Registrars Limited, Neville House, Steelpark Road, Halesowen, West Midlands B62 8HD. In the case of a member which is a company, the revocation notice must be executed under its common

seal or signed on its behalf by an officer of the company or an attorney for the company. Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice.

The revocation notice must be received by Neville Registrars no later than 10:45 a.m. on 3 October 2019.

If you attempt to revoke your proxy appointment but the revocation is received after the time specified, then, subject to the paragraph directly below, your proxy appointment will remain valid.

Appointment of a proxy does not preclude you from attending the Meeting and voting in person. If you have appointed a proxy and attend the Meeting in person, your proxy appointment will automatically be terminated.

#### **Corporate representatives**

- 12 A corporation which is a member can appoint one or more corporate representatives who may exercise, on its behalf, all its powers as a member provided that no more than one corporate representative exercises powers over the same share.

#### **Issued shares and total voting rights**

- 13 As at 6.00 p.m. on 19 September 2019, the Company's issued share capital comprised 120,818,829 ordinary shares of 5 pence each. Each ordinary share carries the right to one vote at a general meeting of the Company and, therefore, the total number of voting rights in the Company as at 6.00 p.m. on 19 September 2019 is 120,818,829.

#### **Questions at the Meeting**

- 14 The Company will answer any question you ask relating to the business being dealt with at the Meeting unless:
- (a) answering the question would interfere unduly with the preparation for the Meeting or involve the disclosure of confidential information;
  - (b) the answer has already been given on a website in the form of an answer to a question; or
  - (c) it is undesirable in the interests of the Company or the good order of the Meeting that the question be answered.

#### **Communication**

- 15 Except as provided above, members who have general queries about the Meeting should use the following means of communication (no other methods of communication will be accepted):
- (a) in writing to the Company Secretary, LightwaveRF plc, Innovation Birmingham Campus, Faraday Wharf, Holt Street, Birmingham B7 4BB;
  - (b) by email to [info@nevilleregistrars.co.uk](mailto:info@nevilleregistrars.co.uk) or any electronic address provided either in this notice of general meeting or any related documents (including the chairman's letter and proxy form),
- to communicate with the Company for any purposes other than those expressly stated.